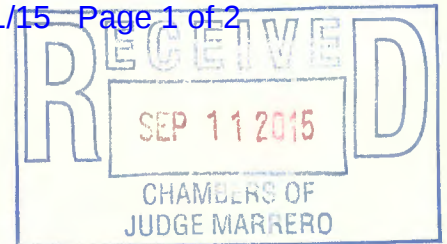


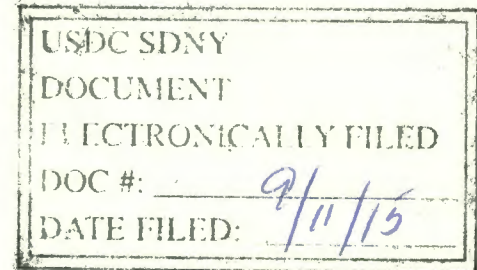
JONES DAY

222 EAST 41ST STREET • NEW YORK, NEW YORK 10017.6702
TELEPHONE: +1.212.326.3939 • FACSIMILE: +1.212.755.7306



DIRECT NUMBER: (212) 326-3415
JRUEWITTSTEIN@JONESDAY.COM

September 11, 2015



VIA EMAIL AND HAND DELIVERY

The Honorable Victor Marrero
United States District Court
Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street
New York, NY 10007-1312

Re: Deangelis v. Corzine
In re MF Global Holdings Ltd. Investment Litigation
In re MF Global Holdings Ltd. Securities Litigation
Consolidated Under Case Number 11-cv-07866-VM

Dear Judge Marrero,

Jones Day represents MF Global Holdings Ltd., as Plan Administrator, and MF Global Assigned Assets LLC, as assignee under a July 27, 2015 Sale and Assumption Agreement between MF Global Holdings Ltd., as Plan Administrator, and James W. Giddens, as trustee for the SIPA liquidation of MF Global Inc. (the "Trustee").¹ The Sale and Assumption Agreement was approved by Judge Glenn in both the chapter 11 cases of MF Global Holdings Ltd. and its affiliates and the SIPA liquidation of MF Global Inc.²

Pursuant to the agreement, the Trustee has assigned to MF Global Assigned Assets LLC ("MFGAA") all of his rights, remedies, title, and interests in, arising out of, or related to any and all claims asserted in the above-identified cases (collectively, the "MDL") arising from the shortfall in customer property available to satisfy allowed commodity customer net equity claims. The Trustee has also assigned to MFGAA all of his rights, remedies, title, and interests set forth in certain agreements and orders identified in the Sale Assumption Agreement. *See* Sale and Assumption Agreement § 1.2 (providing for the assignment of the Common Interest Agreement, CCAA, NES Assigned Agreement, Allocation Motion, Allocation Order, and

¹ A copy of the Sale and Assumption Agreement is attached to this letter as Exhibit A. The Sale and Assumption Agreement closed on September 8, 2015. A copy of the executed Closing Sale and Assumption Agreement is attached hereto as Exhibit B.

² A copy of the order approving the Sale and Assumption Agreement is attached to this letter as Exhibit C.

NAI-1500528213v1

ALKHOBAR • AMSTERDAM • ATLANTA • BEIJING • BOSTON • BRUSSELS • CHICAGO • CLEVELAND • COLUMBUS • DALLAS
DUBAI • DÜSSELDORF • FRANKFURT • HONG KONG • HOUSTON • IRVINE • JEDDAH • LONDON • LOS ANGELES • MADRID
MEXICO CITY • MIAMI • MILAN • MOSCOW • MUNICH • NEW YORK • PARIS • PERTH • PITTSBURGH • RIYADH • SAN DIEGO
SAN FRANCISCO • SÃO PAULO • SHANGHAI • SILICON VALLEY • SINGAPORE • SYDNEY • TAIPEI • TOKYO • WASHINGTON

JONES DAY

The Honorable Victor Marrero
September 11, 2015
Page 2

District Court Order). In addition, MFGAA has assumed, among other obligations, all obligations of the Trustee regarding responding to discovery requests arising out of the MDL.

Accordingly, we respectfully request that the Court deem that MFGAA is the relevant party in interest in place of the Trustee with respect to all matters regarding the MDL, and any and all correspondences or inquiries that might otherwise be directed to the Trustee regarding the MDL should be directed to MFGAA, as assignee under the Sale and Assumption Agreement.³


The Trustee has authorized Jones Day to submit this letter jointly on behalf of MFGAA and the Trustee.

Respectfully submitted,



Jane Rue Wittstein

cc: Bruce Bennett (bbennett@jonesday.com)
Dustin P. Smith (dustin.smith@hugheshubbard.com)
Hon. James C. Francis (james_c_franis@nysd.uscourts.gov)
All Counsel of Record in the MDL

The Clerk of Court is directed to enter into the public record of this action the letter above submitted to the Court by	
<u>MF Global Holdings Ltd. and MF Global</u>	
<u>Assigned Assets LLC</u>	
SO ORDERED.	
<u>9-11-15</u>	
DATE	VICTOR MARRERO, U.S.D.J.

³ Jones Day will file a notice of appearance of counsel for MFGAA substantially in the form attached hereto as Exhibit D.